

March 4, 2008

**By ECFS**

Marlene H. Dortch, Secretary  
Federal Communications Commission  
Office of the Secretary  
445 12th Street, SW  
Washington, DC 20554

*Re: WT Docket No. 08-7; Written Ex Parte Presentation*

Dear Ms. Dortch:

Pursuant to 47 C.F.R. §§ 1.1204(a)(10)(iii), 1.1206(b)(1), T-Mobile USA, Inc. by its attorneys, hereby submits a written *ex parte* presentation in the above-captioned proceeding, specifically, an e-mail from Kathleen O'Brien Ham, Vice President, Federal Regulatory Affairs, to Wayne Leighton, Acting Special Advisor to Commissioner Deborah Taylor Tate, dated March 3, 2008, responding to a request for information from Mr. Leighton. A portion of the e-mail not relating to this proceeding is redacted.

Please contact the undersigned if there are any questions regarding this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "David H. Solomon", with a stylized flourish at the end.

David H. Solomon

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**From:** Ham, Kathleen [Kathleen.Ham@t-mobile.com]  
**Sent:** Monday, March 03, 2008 12:42 PM  
**To:** Wayne Leighton  
**Cc:** Leibman, Sara; Wolverton, Amy; Solomon, David  
**Subject:** RE: followup  
**Importance:** High

Wayne,

Separately, on Common Short Codes, the process that T-Mobile follows is fairly standard and uniform. Once a short codes has been registered with the Common Short Code Registry, an aggregator will submit its client's campaign to T-Mobile for consideration. T-Mobile will then evaluate whether the campaign satisfies established MMA and content guidelines (e.g., for obscenity, gambling, or other illegal activity). Other reasons why T-Mobile may reject a specific commercial campaign, for example, might include protecting our subscribers from SPAM or unwanted charges. Ultimately, we want to ensure that the customer experience is not negatively impacted.

If T-Mobile accepts a particular short code campaign, T-Mobile will enter into a contract with an aggregator, and those contracts generally require the aggregator to warrant that messages distributed in connection with any of their content-provider customers do not and will not violate the Intellectual Property Rights or other rights of any third parties; do not and will not contain any material that is unlawful, obscene, defamatory, sexually explicit or that promotes or facilitates violence, discrimination, or any illegal activity; will not contain any information that is false, misleading, or likely to mislead or deceive (including, without limitation, information relating to the source or the author of the message); and will be in compliance with all applicable national, state and local laws and regulations, including without limitation, posted rules for any contests or sweepstakes associated with a campaign.

The contracts also include various other requirements. For example, content providers may only send content to a user who has "opted in" to receive such content, and must offer users an "opt-out" mechanism with regard to any content they have agreed to receive. And, the agreement will outline billing and payment arrangements if T-Mobile has agreed to be the billing agent for the aggregator's client.

I hope this information is helpful. Please do not hesitate to contact us for further explanation. As you know, we will also be filing comments on this very soon.